

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (DEQ), and Kum & Go, L.C., enter into this Settlement Agreement to fully and finally resolve, without litigation, the violations alleged in Notice of Violation Docket Number 5190-13, dated December 3, 2013. Kum & Go, L.C., is the operator of the underground storage tanks (USTs) located at the Kum & Go #953, located at 109 North Main, Buffalo, Wyoming. This UST facility is registered with the DEQ as facility 0-001591. This NOV alleges that Kum & Go, L.C., failed to properly monitor pressurized piping for leaks and failed to require the licensed Class A Storage Tank Operator responsible for more than one facility to perform monthly and quarterly inspections. These acts are violations of Wyoming Water Quality Rules and Regulations (WWQRR), Chapter 17.

W.S. 35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Kum & Go, L.C., and the DEQ hereby stipulate and agree as follows:

1. The DEQ is responsible for enforcing the Storage Tank Act of 2007 and WWQRR, Chapter 17.
2. Kum & Go, L.C., neither admits nor denies any alleged violation of WWQRR, Chapter 17; however, in order to avoid further litigation, Kum & Go, L.C., accepts civil liability for the following alleged violations of WWQRR, Chapter 17:

Count 1: Failure to Properly Monitor Pressurized Underground Piping: [WWQRR, Chapter 17, Section 14(g)(i)(B)]. As the operator of the USTs located at 109 North Main, Buffalo, Wyoming, Kum & Go, L.C., violated WWQRR, Chapter 17, Section 14(g)(i)(B), by having a sump sensor that was improperly placed, thus negating the ability of the sensor to detect a leak of 3 gallons per hour.

Count 2: Failure to Perform Monthly and Quarterly Inspections: [WWQRR, Chapter 17, Section 46(d)]. As the operator of the USTs located at 109 North Main, Buffalo, Wyoming, Kum & Go, L.C., violated WWQRR, Chapter 17, Section 46(d), by failing to require a Class A Storage Tank Operator responsible for more than one facility to perform monthly and quarterly inspections.

3. The total penalty for the cited violations shall be three thousand dollars (\$3,000.00). Kum & Go, L.C., agrees to pay a total of three thousand dollars (\$3,000.00) to the DEQ as a stipulated penalty for the cited violations. Payment of three thousand dollars (\$3,000.00) shall be made and returned with this Settlement Agreement. Payment shall be by check made payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: Oma Gilbreth, Herschler Building, 4th Floor West Wing, 122 W. 25th Street, Cheyenne, WY 82002.
4. Kum & Go, L.C.'s, full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all claims by the DEQ against Kum & Go, L.C., based on the violations alleged in Notice of Violation Docket Number 5190-13. Contingent upon Kum & Go, L.C.'s, compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Kum & Go, L.C., for these particular violations.
5. Kum & Go, L.C., waives any statute of limitations that may apply to an enforcement action by the DEQ involving the specific matters described in Notice of Violation Docket Number 5190-13 in the event that Kum & Go, L.C., fails to fulfill its obligations under this Settlement Agreement.
6. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
7. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
8. This Settlement Agreement is binding upon Kum & Go, L.C., and all its successors and assigns and upon the DEQ.

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9. Nothing in this Settlement Agreement supersedes any provision found in any Wyoming state law, or any regulation issued by the DEQ, or any federal law or regulation.
10. This Agreement may not be amended except by a written order signed by both parties.
11. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

FOR KUM & GO, L.C.:

Signature:



5/6/14
Date


Written Name:

JOHN FELDMAN

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:


Todd Parfitt,
Director

4/18/14
Date


Luke Esch,
Administrator
Solid and Hazardous Waste Division

4-15-14
Date

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